

1
2
3
4
5
6
7 UNITED STATES DISTRICT COURT
8 WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

9 ADRIAN TRUJILLO, *et al.*,

10 Plaintiffs,

11 v.

12 ALLSTATE INSURANCE COMPANY,

13 Defendant.
14

Case No. C09-1056RSL

ORDER DENYING
MOTION TO REMAND

15
16 **I. INTRODUCTION**

17 This matter comes before the Court on a motion filed by plaintiffs Adrian and Gloria
18 Trujillo, a married couple, for an order remanding this case to Whatcom County Superior Court.
19 Plaintiffs contend that defendant, their insurer, improperly removed this case without
20 demonstrating that the amount in controversy requirement is met. For the reasons set forth
21 below, the Court denies the motion.

22 **II. DISCUSSION**

23 Plaintiffs' claim arises out of an insurance dispute. Plaintiffs' business vehicle was
24 damaged in March 2006. Plaintiffs contend that the damage was caused by human error.
25 Defendant counters that it was caused by wear and tear, which is excluded under the policy. In
26 June 2009, plaintiffs filed their complaint in state court for bad faith, breach of contract,
27

1 negligence, and for violations of the Washington Consumer Protection Act (“CPA”), RCW
2 19.86 *et seq.*, and Washington’s Insurance Fair Conduct Act (“IFCA”), RCW 48.30, *et. seq.* In
3 their complaint, plaintiffs explicitly requested treble damages pursuant to the CPA and the
4 IFCA. In pre-litigation correspondence, plaintiffs demanded \$31,783.30 in damages, plus tax
5 and licensing. Plaintiffs are also seeking punitive damages, reasonable attorney’s fees, and other
6 relief that the Court deems just and appropriate. Defendant timely removed this action to this
7 Court.

8 This Court has original jurisdiction over actions in which diversity exists among with
9 parties, which plaintiffs do not dispute, and the amount in controversy exceeds \$75,000
10 exclusive of interest and costs. 28 U.S.C. § 1332(a). When defendant has removed a diversity
11 case, it bears the burden of establishing by a preponderance of the evidence that the amount in
12 controversy requirement is satisfied. See, e.g., Sanchez v. Monumental Life Ins. Co., 102 F.3d
13 398, 403 (9th Cir. 1996). In breach of contract cases, the jurisdictional minimum may be
14 satisfied by all amounts for which defendant is allegedly liable, including attorney’s fees and
15 exemplary damages. See, e.g., Kroske v. U.S. Bank Corp., 432 F.3d 976, 980 (9th Cir. 2005).

16 In this case, plaintiffs have explicitly alleged that their damages exceed \$31,000, and they
17 have sought trebling of their damages. Those amounts alone exceed \$90,000 and exceed the
18 jurisdictional threshold. Plaintiffs nevertheless argue that this Court lacks jurisdiction because
19 defendant disputes the applicability of the IFCA. A dispute over the merits of plaintiffs’ claim
20 does not change the amount *in controversy*. Plaintiffs have not cited any authority to support
21 their position. Regardless of the applicability of the IFCA, plaintiffs have also sought treble
22 damages under the CPA. The damages plaintiffs seek exceed \$75,000. Accordingly, defendant
23 has established the jurisdictional requirements by a preponderance of the evidence.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

DATED this 31st day of August, 2009.

ORDER DENYING
MOTION TO REMAND - 3